

1 JERRY ORR
2 2474 Westpoint Place
3 Santa Rosa CA 95404
4 707-494-1463

5 Defendant In Pro Per,
6

7
8 IN THE UNITED STATES BANKRUPTCY COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 In Re

11 JERRY ORR,

12 Chapter 7
13 Bankruptcy Case No. 06-10840

14 Debtor.

15 SARA KISTLER, Acting United States
16 Trustee for the Northern District of California,

17 Plaintiff,

18 v.

19 A.P. No. 07-1049

20 JERRY ORR,

21 **ANSWER TO COMPLAINT**

22 Defendant.

23
24 COMES NOW defendant, JERRY ORR , answering the complaint:

- 25
1. Defendant admits paragraphs 1 through 12 of the complaint.
 2. Defendant admits paragraphs 13 and 14 of the complaint.
 3. Defendant admits he refinanced the property at 1998 W. Bristlecone Court in May or June 2006 and that Steve Kittleson received \$55,000 from the escrow. However, defendant did not have access to the remaining \$20,000 and, therefore, denies paragraph 15 of the complaint.
 4. Defendant admits said property was transferred. Said transfer was not a sale in the normal sense. Buyer's interest was only in using the property to fabricate

1 and place an illegal loan on the property. Therefore, defendant denies
2 paragraph 16 of the complaint to this extent to clarify the word "sold."
3 5. Defendant admits the Bristlecone property was sold, but the \$256,769 was not
4 proceeds of sale directly from buyer. Said money came from an illegal loan
5 buyer placed on the property of which seller/defendant was unaware until after
6 the close of escrow; therefore, defendant denies paragraph 17 of the complaint.
7 6. Defendant admits not receiving the proceeds, but denies directing or otherwise
8 controlling said loan proceeds, and, therefore, denies paragraph 18 of the
9 complaint.
10 7. Defendant denies paragraphs 19 and 20 of the complaint.
11 8. Defendant answered Statement of Financial Affairs #11 to the best of his ability
12 given the circumstances as of the date of the filing of the petition, and, therefore,
13 denies paragraph 21 of the complaint.
14 9. Defendant has no information or belief as to this allegation and, therefore,
15 denies paragraph 22 of the complaint.
16 10. Defendant denies paragraph 23 of the complaint.
17 11. Defendant denies paragraph 24 of the complaint.
18 12. Defendant admits paragraph 25 of the complaint.
19 13. Defendant denies paragraphs 26 through 28 of the complaint.
20 14. Defendant admits signing documents, but denies any intent to conceal or
21 defraud and, therefore, denies paragraph 29.
22 15. Defendant denies paragraphs 30 through 38 of the complaint.
23 16. Defendant admits paragraph 39 of the complaint to the extent he believes the
24 proceeds were transferred to Timothy Heffernan.
25

1 17. Defendant admits paragraph 40 of the complaint to the extent he signed
2 documents to sell this home.

3 18. Defendant denies paragraphs 41 through 43 of the complaint.

4 19. Defendant admits paragraph 44 of the complaint.

5 20. Defendant denies paragraph 45 of the complaint.

6 AFFIRMATIVE DEFENSES

7 1. This complaint has not been timely filed under the rules and procedures of
8 California law.

9 2. Plaintiff has failed to meet the applicable statute of limitations under state and
10 federal law.

11 3. Plaintiff failed to exercise reasonable care during those periods alleged in the
12 complaint and any and all damage, if any, suffered by the plaintiff was caused by
13 his own contributory negligence.

14 4. Plaintiff has waived his right to the relief sought due to his own acts and
15 omissions with reference to the matters alleged in the complaint.

16 5. Plaintiff is estopped from seeking the relief sought due to his own acts and
17 omissions with reference to the matters alleged in the complaint.

18 6. The allegations in the complaint herein whether considered independently or as
19 a whole, fail to state sufficient facts to constitute a cause of action against this
20 answering defendant.

21 WHEREFORE, the defendant prays as follows:

- 22 1. That the plaintiff take nothing by way of his complaint;
23 2. For costs of suit herein and for attorney's fees;
24 3. For such further relief deemed just and proper.

25 July 19, 2007

Jerry Orr
JERRY ORR, Defendant

3 **Proof of Service By Mail**
4

5 I am over the age of eighteen years, employed in the County of Sonoma, and not a
6 party to the within entitled proceeding. My business address is 718 Orchard Street,
7 Santa Rosa, California, 95404.
8

9 On July 19, 2007, I served the following document(s):
10

11 **ANSWER TO COMPLAINT**
12

13 on the interested parties in said proceeding by placing a true copy thereof, enclosed in
14 a sealed envelope with postage thereon fully prepaid, in the United States in Santa
15 Rosa, California, addressed as follows:
16

17 **Julie M. Glosson, Trial Attorney**
18 **Office of the United States Trustee**
19 **235 Pine Street #700**
20 **San Francisco CA 94104**

21 I am readily familiar with my employer's procedures for the pick-up and delivery of
22 mail. Under those procedures, mail is picked up from the receptacles maintained by
23 the office for the deposit of outgoing mail and the mail is deposited in the United States
24 Mail at Santa Rosa, California on the same day that it is deposited in the receptacles.
25 On the date set forth above, I inserted the foregoing document in an envelope
addressed as set forth above, and then sealed the envelope and deposited the same in
the receptacle maintained for the pick-up of outgoing mail.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.
28

29 July 19, 2007

30 Tabetha Vough
31 Legal Assistant